

Still need attribution described

**2009 AMENDMENT TO THE HP
PRIMARY CARE PROVIDER AGREEMENT**

This Amendment to the HP Provider Agreement and any amendments thereto, ("Agreement") by and between Primary Care Provider ("PCP") and("the Plan") shall become effective May 1, 2009.

WHEREAS, PCP and Plan are parties to the Agreement whereby Plan reimburses PCP for the provision of Covered Services to Members.

WHEREAS, the Colorado Clinical Guidelines Collaborative (CCGC) is collaborating with the Plan and PCP in a Multi- Stakeholder Patient Centered Medical Home Pilot (PCMH).

WHEREAS, Plan along with other payer participants, is a sponsor for the PCMH Pilot.

WHEREAS, PCP through a Memorandum of Agreement between PCP and CCGC agreed to participate in the multi-stakeholder PCMH Pilot and, among other requirements, agreed to a PCMH contract addendum with Plan as a sponsoring stakeholder, detailing the Medical Home per member per month payment from Plan for Medical Home services to Medical Home Covered Individuals;

WHEREAS PCP has completed a CCGC Medical Home Pilot Application survey provided by CCGC for participation in the PCMH Pilot;

WHEREAS, through these memorandums, applications and documentation with and from CCGC, PCP has agreed to meet all the conditions of selection and abide by all participation requirements of the PCMH Pilot set forth by CCGC; and

WHEREAS, in order to compensate PCP for participation in the PCMH Pilot, Plan desires to amend the Agreement according to its terms with the amendment provided below.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

The following provisions are added to the Provider Responsibilities under the Agreement:

1. PCP will work with Plan to review the PCMH Pilot results and compliance with Pilot requirements; and
2. PCP and Plan, when mutually agreed upon in advance, will allow inspection of any records by the Plan pertinent to PCP's delivery of healthcare services to PCMH Pilot Covered Individuals

The following provision is added to the "Reimbursement Methodology - All Plan Products" attachment to the Agreement:

PCMH PILOT

The term of the PCMH Pilot begins on May 1, 2009 and continues until April 30, 2011.

Provided PCP meets certain criteria established by Plan and CCGC, PCP shall be entitled to participate in the multi-payor PCMH Pilot convened by CCGC. PCP must submit application for medical home certification to NCQA no later than April 20, 2009. If PCP does not submit application to NCQA by April 20, 2009, PCP shall be ineligible to participate in the PCMH Pilot.

In order to qualify for payment by Plan, PCP must receive medical home certification from NCQA. The payments to PCP for participation shall be based upon the attribution method established by Plan and CCGC. Initial payments to PCPs shall begin after May 1, 2009 based on an attribution run during April 2009. All payments shall be prospective.

Approximately every three months during the term of the PCMH Pilot and PCP participation attributions shall be run by Plan. The attribution methodology is based upon the logic adopted by CCGC and the other payer sponsors. The attribution runs and payment determinations made as a result of these runs by the Plan will be the basis for payment. Any discrepancy that is greater than 10 % from the attribution number provided by the Plan and this discrepancy totals greater than 25 members for any distinct tax identification number will be handled directly by the HP Pilot Program Manager. Attribution for payment shall include PCP medical home services provided to Plan's fully insured members and self-funded health benefit plan members whose benefits are administered by Plan that have agreed with Plan to participation in the PCMH Pilot.

Compensation provided by Plan for medical home services under the PCMH Pilot will in no way be an increase to their currently in place Fee Schedule and is limited to qualified PCPs designated through CCGC for participation and certified through NCQA.

PCP shall be eligible to receive a payment for medical home services as follows:

NCQA Level I - \$X per member per month (PMPM)

NCQA Level II - \$Y PMPM

NCQA Level III - \$Z PMPM

The first payment for participation in the PCMH Pilot shall be made after May 1, 2009. Receipt of the initial payment is contingent on PCP receiving notice from NCQA regarding their official application submission. Subsequent payments will be based upon the level obtained after official determination by NCQA. In the event PCP does not receive NCQA certification, payments will stop immediately. In the event that delay in NCQA certification of PCP is due solely to NCQA limitations and this is demonstrated to Plan's satisfaction, PCP shall be eligible to receive payment at the Level I reimbursement level until an official determination by NCQA as to the NCQA Level the PCP has obtained. Once an official determination has been made by NCQA, Plan will make a payment that will recognize the Level obtained with the provider's initial application back to May 1, 2009.

The PCMH Pilot shall automatically terminate on April 30, 2011, unless Plan provides written notice to PCP on or before this date of Plan's intent to renew, replace and/or modify the PCMH Pilot beyond April 30, 2011.

Plan reserves the right to publish information related to the PCMH Pilot. If PCP specific information is included, PCP and Plan will determine a mutually agreeable format. Plan's rights shall survive the termination of the Agreement or this Amendment.

Except as amended herein, your Agreement and all prior amendments and schedules thereto, remain in full force and effect in accordance with their terms. In the event of a conflict between the terms of this Amendment and the terms of your Agreement and any prior amendments and schedules thereto, the terms of this Amendment shall control. Provision of medical home services to Plan members and/or acceptance of payments for such services as outlined herein indicates acceptance of the terms and conditions of this Amendment by PCP.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by the following authorized officers.

PARTICIPATING PROVIDER

HP

BY: _____

Signature

PRINTED
NAME: _____

TITLE: _____

DATE: _____

TAX ID# _____

BY: _____

Signature

PRINTED
NAME: _____

TITLE: _____

DATE: _____